



**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA**

MAXIMUM AVAILABILITY LIMITED,

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Plaintiff,

)

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v.

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Case No. 09-CV-0416-CVE-PJC

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COMPUTER BUSINESS SOLUTIONS, INC,

)

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Defendant.

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DEFAULT JUDGMENT

This matter comes before the Court for consideration of Plaintiff's Motion for Default Judgment (Dkt. # 17). In 2007, plaintiff and defendant entered into a written agreement which allowed defendant to re-sell plaintiff's *noMAX software to end users in the United States. In March 2008, a dispute arose between the parties relating to this agreement. Defendant was given notice of submission of the dispute to arbitration in New Zealand and of the appointment of an arbitrator. Defendant was given a reasonable opportunity to present its case to the arbitrator. On or about April 15, 2009, the arbitrator determined all issues submitted to him and awarded plaintiff the amount of \$957,208.32 on its claims and costs in the amount of \$5,651.14¹, for a total award of \$962,859.46. The arbitrator provided a signed copy of the award to defendant on April 21, 2009.

Plaintiff filed its complaint (Dkt. # 2) in this Court on June 29, 2009. The Court finds that service was obtained on defendant on July 7, 2009 by personally delivering a copy of the summons and complaint to defendant. Dkt. # 9. To date, defendant has failed to answer or otherwise defend in this action. Plaintiff filed a motion for entry of default by the clerk (Dkt. # 11) and the Court

¹ The costs were NZ\$ 9,677.02. The Court finds that plaintiff has correctly converted this amount to US Dollars using the exchange rate on the date of the arbitration award.

Clerk entered default (Dkt. # 12) against defendant on August 25, 2009. Pursuant to Fed. R. Civ. P. 55(a), default judgment is appropriate when “a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend as provided by these rules and that fact is made to appear by affidavit or otherwise.” The Court finds that defendant has failed to file a responsive pleading or otherwise defend against plaintiff’s claims, and default judgment should be entered in favor of plaintiff and against defendant.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by the Court that plaintiff’s Motion for Default Judgment (Dkt. # 17) is **granted**. Default judgment is hereby entered in favor of Maximum Availability Limited against defendant Computer Business Solutions, Inc. in the amount of \$962,859.46, plus post-judgment interest accruing at the lawful rate of 0.41% per annum from this date until paid, plus the costs of this action.

DATED this 29th day of September, 2009.


CLAIRE V. EAGAN, CHIEF JUDGE
UNITED STATES DISTRICT COURT